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STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

IN THE MONROE CIRCUIT COURT

AVC NO. 08-016

IN RE: JOHN BRIAN O'DONNELL, M.D.)
)
Respondent.)

FILED
AUG 08 2008

Jim Shelden
CLERK MONROE CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Matt Light, and the Respondent, John Brian O'Donnell, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, John Brian O'Donnell, M.D. (hereinafter "O'Donnell" or "Respondent") is an individual engaged in the practice of medicine with a principal place of business at 1920 East Third Street, Bloomington, Indiana 47401. In the ordinary course of business, O'Donnell collects and maintains personal information of patients, former patients, prospective patients, and employees.

2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4, Ind. Code § 24-5-0.5-1 *et seq.*, and Ind. Code § 24-4.9.-1-1 *et seq.*

4. Any term used in this Assurance that is explicitly defined by Ind. Code § 24-4.9-2, Ind. Code § 24-4-14, or Ind. Code § 24-5-0.5-2 has the meaning set forth by those statutes.

5. Respondent agrees to maintain all personal information in his possession relating to patients, former patients, prospective patients, employees, and other individuals in a manner that reasonably ensures the security, confidentiality, and integrity of the information.

6. Respondent agrees to encrypt and/or redact personal information of patients, former patients, prospective patients, employees, and other individuals maintained by Respondent to the extent reasonably necessary to ensure the security, confidentiality, and integrity of the information.

7. Respondent agrees to refrain from disclosing the Social Security numbers of patients, former patients, prospective patients, employees, and other individuals if identification of the person can be established by other means. This paragraph does not prohibit the disclosure of Social Security numbers for purposes of complying with a state or federal statute, court order, warrant, civil investigative demand, or subpoena.

8. Respondent shall not dispose of the unencrypted, unredacted personal information of patients, former patients, prospective patients, employees, and other individuals without shredding, incinerating, mutilating, erasing, or otherwise rendering the information illegible or unusable.

9. Respondent agrees to notify, without unreasonable delay after being notified or discovering a breach of the security of a system, Indiana residents whose personal information was or may have been acquired by an unauthorized individual if the unauthorized acquisition constituting the breach has resulted in or could result in identity deception, identity theft, or fraud affecting the Indiana resident.

10. Within fourteen (14) days of the Court's approval of this Assurance, Respondent agrees to notify persons potentially affected by a security breach that allegedly occurred on or about October 19, 2007 at 1920 East Third Street, Bloomington, Indiana 47401, by doing one of the following:

- a. Mailing, faxing, or emailing a notification letter to every patient, former patient, prospective patient, or employee that could possibly have been affected by the security breach that allegedly occurred on or about October 19, 2007 at 1920 East Third Street, Bloomington, Indiana 47401; or

- b. Conspicuously posting notice of the alleged security breach on Respondent's web site for a consecutive thirty (30) day period.

11. Each mail, fax, email, web site, or other notice given pursuant to paragraph ten (10) above shall contain information regarding the alleged security breach sufficient for the affected persons to understand the details of the incident and to protect their credit files, financial accounts, medical care accounts, and personal information.

12. Respondent shall provide such proof that the Attorney General shall require to ensure compliance with the notification provisions of paragraphs ten (10) and eleven (11).

13. Upon execution of this Assurance, Respondent shall pay investigative costs in the amount of One Thousand Dollars (\$1,000.00) to the Office of the Attorney General.

14. Upon execution of this Assurance, Respondent shall pay Two Hundred Fifty (\$250.00) to the Office of the Attorney General representing civil penalties for the State's alleged violations of the Disclosure of Security Breach Act, Ind. Code §§ 24-4.9-1-1 *et seq.*

15. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

16. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

17. The Office of the Attorney General shall file this Assurance with the Circuit Court of Monroe County.

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DATED this 6th day of August, 2008.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana -

JOHN BRIAN O'DONNELL, M.D.

By: Matt J. Light

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John Brian O'Donnell M.D.
Signed

JOHN BRIAN O'DONNELL M.D.
Printed

APPROVED this 12th day of August, 2008.

[Signature]
Judge, Monroe Circuit Court